

## CHELTENHAM RACECOURSE COMPETITION TERMS AND CONDITIONS

1. By entering the Barry Geraghty competition at Cheltenham Racecourse (the "Competition"), the terms and conditions (as defined below), entrants agree to be bound by these Rules and your attention is specifically drawn to the conditions No. 10, No.13 and No. 18.
2. In the event of any dispute regarding the Rules, conduct, results and all other matters relating to the Competition, the decision of Cheltenham Racecourse shall be final and no correspondence or discussion shall be entered into.
4. The Competition is open to those aged 18 and over. Cheltenham Racecourse assumes that by reading the publication or by using the website and entering the Competition (and you warrant that) you are aged 18 or over.
5. Employees of Cheltenham Racecourse or any associated company of Cheltenham Racecourse and their immediate families, persons connected with the Competition i.e. prize sponsors, newsagents, wholesalers & their agents are not able to win the prize offered in the Competition.
6. By entering the Competition, you hereby warrant that all information submitted by you is true, current and complete. Cheltenham Racecourse reserves the right to verify the eligibility of all entrants.
7. Cheltenham Racecourse reserves the right to disqualify any entrant if it has reasonable grounds to believe the entrant has breached any of the Rules.
8. Only one entry per person per Competition is allowed, any entrant who enters more than the permitted maximum will be disqualified.
9. Where the winner has been selected and Cheltenham Racecourse discovers or has reasonable grounds to believe the winner has made more than one Entry, Cheltenham Racecourse reserves the right to select an alternative winner.
10. To enter the Competition, users must complete the form on the competition page on Cheltenham's website by 23:59 on Sunday 22 November 2020.
11. Entries to the Competition will be open from Thursday 12 November.
12. Entries to the Competition must be made by the closing time of Sunday 22 November 2020 at 23:59. Failure to do so will disqualify the entry.
13. Entrants should note that unless stated otherwise, Cheltenham Racecourse does not accept responsibility for the return of any Entries, including those consisting of artistic or other material.
14. The prize winner will be contacted via email on Monday 23 November 2020.
15. The winner will be selected at random by a random number generator.
16. Confirmation of acceptance of the prize must be made by email by Friday 20 November 2020.
17. Competition prizes are non-transferable and there is no cash alternative. Cheltenham Racecourse reserves the right to substitute prizes of equal or greater value at any time.
18. Competition prizes are awarded at the discretion of Cheltenham Racecourse and no prizes will be awarded as a result of improper actions by or on behalf of any entrant.
19. Prize winners shall not, under any circumstances whatsoever, sell or transfer their prize to any other person(s). Selling or transferring prizes includes, but is not limited to, selling and/or distributing on any website including any auction site whether it is operated by a third party or by a prize winner. Should the prize winner sell or attempt to sell any prize within six months, the prize winner agrees to repay the full market value of the prize to Cheltenham Racecourse who will in turn transfers funds to Racing Welfare.

20. Your Competition entry and any information submitted by you must be personal to and relate specifically to you. You hereby warrant that your entry and all information which you submit and/or distribute will not infringe the intellectual property, privacy or any other rights of any third party, and will not contain anything which is libellous, defamatory, obscene, indecent, harassing or threatening. If relevant, Cheltenham Racecourse reserves the right, but not the obligation, to screen, filter and/or monitor information provided by you and to edit, refuse to distribute or remove the same.

21. Cheltenham Racecourse cannot accept any responsibility for any damage, loss, injury or disappointment suffered by any entrant entering the Competition or as a result of accepting any prize. Cheltenham Racecourse is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment or software, failure of any email or entry to be received on account of technical problems or traffic congestion on the Internet, telephone lines or at any web site, or any combination thereof, including any injury or damage to entrant's or any other person's computer or mobile telephone related to or resulting from participation in the Competition. Nothing shall exclude Cheltenham Racecourse's liability for death or personal injury as a result of its negligence.

22. The winner may be requested to take part in promotional activity and Cheltenham Racecourse reserves the right to use the names and addresses of winners in any publicity both in paper and online.

23. Any personal data relating to entrants will not be disclosed to a third party without the individual's consent. Please see the Cheltenham Racecourse Data Protection Notice and Cookie Policy for further details.

24. Data relating to entrants of the Competition will be retained by Cheltenham Racecourse for a reasonable period after the Competition closes to assist Cheltenham Racecourse to operate competitions in a consistent manner and to deal with any queries in the Competition.

35. The Competition and Rules will be governed by English law and any disputes will be subject to the exclusive jurisdiction of the courts of England. Where the site and/or the Interactive Services are accessed from Scotland or Northern Ireland, this Agreement shall be governed by the laws of Scotland or Northern Ireland respectively and you hereby submit to the exclusive jurisdiction of the Scottish courts or the courts of Northern Ireland respective.